

As a below named inventor, I hereby declare that:

My residence, post office address and citizenship are as stated below next to my name.

I believe I am an original, first and sole inventor of the subject matter (an original, first and joint inventor) which is claimed and for which a utility patent is sought on the invention entitled:

PALM PAD SYSTEM

the specification of which:

×	was filed on December 29, 1999, as United States non-Provisional Application No. 09/474,545 bearing attorney docket no. 17853-030.					
	is attached hereto.					
		nave reviewed and unde ing the claims, as amen				
applica	-	uty to disclose informat lance with Title 37, Coo			ion of th	nis
	§365(b) of any foreign application(s) for patent or inventor's certificate, or §365(a) of any PCT International application designating at least one country other than the Unite States listed below and have also identified below any foreign application for patent or inventor's certificate or PCT International application having a filing date before that or				a) of United ent or	
n in	пе аррпсано	on on which priority is o	namicu.		Priorit Claime	•
 	(Number)	(Country - if PCT, so	indicate)	(dd/mm/yy Filed)	□ Yes	□ No
	(Number)	(Country - if PCT, so	indicate)	(dd/mm/yy Filed)	□ Yes	□ No

I hereby claim the benefit under Title 35, United States Code, § 119(e) or §120 of any United States application(s), or §365(c) of any PCT International application(s) designating the United States of America listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in the prior United States or PCT International application in the manner provided by the first paragraph of Title 35, United States Code, §112, I acknowledge the duty to disclose material information as defined in Title 37, Code of Federal Regulations, §1.56 which became available between the filing date of the prior application and the national or PCT International filing date of this application:

60/114,521 12/31/98 Pending (Application No.) (Filing Date) (Status: Patented, Pending, Abandoned) 60/135,894 05/26/99 Pending (Application No.) (Filing Date) (Status: Patented, Pending, Abandoned) PCT International Applications designative the United States: (PCT App No.) (US Serial No.) (PCT Filing Date) (Status) I hereby appoint the following attorneys and/or agents to prosecute this application and to

I hereby appoint the following attorneys and/or agents to prosecute this application and to transact all business in the Patent and Trademark Office connected therewith:

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David B. Bernstein, Registration No. 32,112
David F. Crosby, Registration No. 36,400
Brett N. Dorny, Registration No. 35,860
Ivor R. Elrifi, Registration No. 39,529
John A. Harre, Registration No. 37,345
A. Jason Mirabito, Registration No. 28,161
Michel Morency, Limited Recognition
John T. Prince, Registration No. 43,091
Thomas M. Sullivan, Registration No. 39,392

David F. Crosby, Registration No. 36,400 Howard Susser, Registration No. 33,556 William A. Marino, Registration No. 44,219

Leslie Meyer-Leon, Registration No. 37,381

Carol H. Peters, Registration No. 45,010

Kristin Konzak, Registration No. 44,848

Shelby Walker, Registration No. 45,192

Martin M. Zoltick, Registration No. 35,745

Brian Rosenbloom, Registration No. 41,276

James Cullem, Registration No. 43,569

David E. Johnson, Registration No.41,874

Cynthia Kozakiewicz, Registration No. 42,764

Address all telephone calls to Robert V. Klauzinski at telephone number 617/348-4873. Address all correspondence to:

Robert V. Klauzinski Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C. One Financial Center Boston, Massachusetts 02111

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or patent issued thereon. March 18, 2000 Inventor's Signature Full Name of Inventor: Joseph Arruda Citizenship: U.S.A. Residence: 32 Bryant's Way, Swansea, MA 02777 Post Office Address: Moray 30.2000 Inventor's Signature Full Name of Inventor. Gregor Mittersinker Citizenship: U.S.A. 132 Spring Green Road, Warwick, RI 02888 Residence: Post Office Address: Date Inventor's Signature Full Name of Inventor: Robert Southworth

4 Short Street, Mansfield, MA 02048

Citizenship: U.S.A.

Post Office Address:

Residence:

Inventor's Signature

Full Name of Inventor: A. Jason Mirabito

Citizenship: U.S.A.

Residence: 34 Lafayette Road, Hull, MA 02045

Post Office Address:

Inventor's Signature

Full Name of Inventor: Kenneth Rawlings

Citizenship: U.S.A.

Residence: 3 Orchard Place, Douglas, MA 01516

Post Office Address:

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Date

Date

COMBINED DECLARATION AND POWER OF ATTORNEY FOR PATENT APPLICATION

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I believe I am an original, first and sole inventor of the subject matter (an original, first and joint inventor) which is claimed and for which a utility patent is sought on the invention entitled:

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the specification of which:	

	×		December 29, 1999 To. 09/474,545 bear				
		is attached hereto.					
1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	I hereby state that I have reviewed and understand the contents of the above identified specification, including the claims, as amended by any amendment referred to above.						
tend of the state	I acknowledge the duty to disclose information which is material to the examination of this application in accordance with Title 37, Code of Federal Regulations, §1.56.						
ment gener green green street ment de et a s med dens de la Toof out de et a s fiere send til thad thad med udda thad mes	I hereby claim foreign priority benefits under Title 35, United States Code, §119(a)-(d §365(b) of any foreign application(s) for patent or inventor's certificate, or §365(a) of any PCT International application designating at least one country other than the Unite States listed below and have also identified below any foreign application for patent or inventor's certificate or PCT International application having a filing date before that of the application on which priority is claimed. Priority Claimed			a) of United ent or that of			
		(Number)	(Country - if PCT	, so indicate)	(dd/mm/yy Filed)	□ Yes	□ No
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Inventor's Signature Full Name of Inventor: Joseph Arruda Citizenship: U.S.A. Residence: 32 Bryant's Way, Swansea, MA 02777 Post Office Address:	Date
Inventor's Signature	Date
Full Name of Inventor: Gregor Mittersinker	
Citizenship: U.S.A. Residence: 132 Spring Green Road, Warwick, RI 0: Post Office Address:	2888
Foliat O. Southwork Inventor's Signature	14/24/60 Date

Full Name of Inventor: Robert Southworth

4 Short Street, Mansfield, MA 02048

Citizenship: U.S.A.

Post Office Address:

Residence:

Inventor's Signature

Full Name of Inventor: A. Jason Mirabito

Citizenship: U.S.A.

34 Lafayette Road, Hull, MA 02045 Residence:

Post Office Address:

Date

Inventor's Signature

Full Name of Inventor: Kenneth Rawlings

Citizenship: U.S.A.

Residence: 3 Orchard Place, Douglas, MA 01516

Post Office Address:

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TRADOCS:1305508.1(RZC401!.DOC)

We, Joseph Arruda, Swansea, MA, Gregor Mittersinker, Warwick, RI, Robert Southworth, Mansfield, MA, A. Jason Mirabito, Hull, MA and Kenneth Rawlings, Douglas, MA, the undersigned, for good and valuable consideration, the receipt of which is hereby acknowledged, hereby assign, sell and transfer to A.T.X. International, Inc., a Rhode Island corporation, with offices at One Albion Road, Suite 200, Lincoln, Rhode Island 02864 and its successors, assigns and legal representatives, all hereinafter referred to as the ASSIGNEE: (1) our entire right, title and interest for the United States and in all countries, in and to any and all inventions, discoveries and applications which are disclosed in the application for United States Letters Patent entitled:

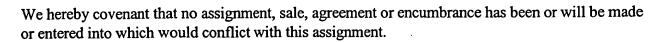
PALMPAD SYSTEM

filed with the U.S. Patent and Trademark Office on December 29, 1999 and assigned Serial No. 09/474,545, including any renewals, revivals, reissues, reexaminations, extensions, continuations and divisions thereof and any substitute applications therefor; (2) the full and complete right to file patent applications in the name of the ASSIGNEE, its designee, or in my/our names at the ASSIGNEE, or its designee's election, on the aforesaid inventions, discoveries and applications in all countries of the world; (3) the entire right, title and interest in and to any Letters Patent which may issue thereon in the United States or in any country, and any renewals, revivals, reissues, reexaminations and extensions thereof, and any patents of confirmation, registration and importation of the same; and (4) the entire right, title and interest in all Convention and Treaty Rights of all kinds thereon, including without limitation all rights of priority in any country of the world, in and to the above inventions, discoveries and applications.

We hereby authorize and request the competent authorities to grant and to issue any and all such Letters Patent in the United States and throughout the world to the ASSIGNEE of the entire right, title and interest therein, as fully and entirely as the same would have been held and enjoyed by me/us had this assignment, sale and transfer not been made.

We agree, at any time, upon the request of the ASSIGNEE, to execute and to deliver to the ASSIGNEE any additional applications for patents for said inventions and discoveries, or any part or parts thereof, and any applications for patents of confirmation, registration and importation based on any Letters Patent issuing on said inventions, discoveries, or applications and divisions, continuations, renewals, revivals, reissues, reexaminations and extensions thereof.

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We further covenant that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said invention and said Letters Patent and legal equivalents as may be known and accessible to ASSIGNOR and will testify as to the same in any interference, litigation or proceeding related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof.

Date: April 26, 2000	Signature of: Joseph Arruda 4/26/00
State of Massachusetts Country of Bristol	
Country of Dustre	
Subscribed and sworn to before me this <u>266</u>	Hay of april 2000.
Subscribed and sworn to before me this <u>also</u>	Sherry M. Bennett
· ·	Notary Public
i.	My commission expires June 23,2006
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ah	
ed ek	
Date:	Signature of: Gregor Mittersinker
State of	
Country of	_
Subscribed and sworn to before me this	_ day of
	Notary Public
	My commission expires

Date:	
	Signature of: Robert Southworth
State of	<u></u>
Country of	
Subscribed and sworn to before me this	_ day of
	Notary Public
	My commission expires
Date: [] State of Country of	Signature of: A. Jason Mirabito
Subscribed and sworn to before me this	_day of
	Notary Public
	My commission expires
	day of Notary Public

Date:	
•	Signature of: Kenneth Rawlings
State of	
Country of	
Subscribed and sworn to before me this	day of
	Notary Public
	My commission expires

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We, Joseph Arruda, Swansea, MA, Gregor Mittersinker, Warwick, RI, Robert Southworth, Mansfield, MA, A. Jason Mirabito, Hull, MA and Kenneth Rawlings, Douglas, MA, the undersigned, for good and valuable consideration, the receipt of which is hereby acknowledged, hereby assign, sell and transfer to A.T.X. International, Inc., a Rhode Island corporation, with offices at One Albion Road, Suite 200, Lincoln, Rhode Island 02864 and its successors, assigns and legal representatives, all hereinafter referred to as the ASSIGNEE: (1) our entire right, title and interest for the United States and in all countries, in and to any and all inventions, discoveries and applications which are disclosed in the application for United States Letters Patent entitled:

PALMPAD SYSTEM

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Date:

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	Signature of: Joseph Arruda
State of	<u> </u>
Country of	
Subscribed and sworn to before me this	_day of
	Notary Public
	My commission expires
Date: April 11, 2000	Signature of Aregor Mittersinker
State of Rhode Island	_
Country of Providence	
Subscribed and sworn to before me this 11t	Hoday of April, 2000 Linda a. Caffrey Notary Public
	My commission expires 11/24/01

Date:	
	Signature of: Robert Southworth
State of	
Country of	
Subscribed and sworn to before me this	day of
	Notary Public
	My commission expires
Date:	Signature of: A. Jason Mirabito
State of	·
Country of	
Subscribed and sworn to before me this	day of
	Notary Public
	My commission expires

Date:	Signature of: Kenneth Rawlings
State of	
Country of	
Subscribed and sworn to before me this	day of
	Notary Public
	My commission expires

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R.O. Southworth

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Date:	·
	Signature of: Joseph Arruda
State of	
Country of	
Subscribed and sworn to before me this	day of
	Notary Public
	My commission expires
than bank	
	•
Date:	
	Signature of: Gregor Mittersinker
State of	
Country of	·
Subscribed and sworn to before me this	day of
	Notary Public
	My commission expires

•	Date:	Colert O. Anthone
		Signature of: Robert Southworth
	State of <u>MASS</u>	_
	Country of BRISTOL	
	Subscribed and sworn to before me this 14	day of APRIL, 2000.
		Notary Public My commission expires 2 st. 4, 2005
	Date:	
[]		Signature of: A. Jason Mirabito
	State of	
	Country of	
I that were than		day of
		Notary Public
The state of		My commission expires

Date:	Signature of: Kenneth Rawlings
State of	_
Country of	
Subscribed and swom to before me this	day of
	Notary Public
	My commission expires

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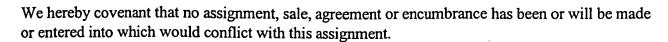
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	Signature of: Joseph Arruda
State of	<u></u> ,
Country of	
Subscribed and sworn to before me this	day of
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Date:	
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State of	
Country of	
Subscribed and sworn to before me this	day of
	Notary Public
	My commission expires

Date:	
	Signature of: Robert Southworth
State of	
Country of	
Subscribed and sworn to before me this	day of
	Notary Public
	My commission expires
Date: MAY 8, 2000 State of Massachusetts Country of Suffolk	Signature of: A Jason Mirabito
Subscribed and sworn to before me this 8	day of

Date: 4/24/2000	Tench land
/ /	Signature of: Kenneth Rawlings
State of MASSACHUSETTS	_
Country of U, S, A.	_
Subscribed and sworn to before me this	day of april 2000
	Muleur
	Notary Public
	My commission expires 4/0>

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